

New Zealand Labourers Union

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THE NEW ZEALAND LABOURERS, GENERAL WORKERS & RELATED TRADES INDUSTRIAL UNION OF WORKERS

Tinaru City Council Gardeners', Drivers', Labourers', Caretakers and Cleaners – Composite Agreement

Dated 22/4/86

Under the Industrial Relations Act 1973
REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and
in the matter of the Timaru City Council Gardeners, Drivers,
Labourers, Caretakers and Cleaners Dispute of Interest.

between the New Zealand Labourers, General Workers' and Related Trades Industrial Union of Workers (Southern Branch), the Canterbury and Westland Drivers and their Assistants Industrial Union of Workers and the Canterbury, Marlborough and Westland Cleaners', Caretakers', Lift Attendants' and Watchmen's Industrial Union of Workers and the Timaru City Council.

THE Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court pursuant to the provisions of section 66 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and
2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 22nd day of April 1986.



D. S. CASTLE
JUDGE

TIMARU CITY COUNCIL GARDENERS', DRIVERS', LABOURERS',
CARETAKERS' AND CLEANERS'

VOLUNTARY COLLECTIVE AGREEMENT

ARRANGEMENT

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SECTION A1. INDUSTRY TO WHICH AGREEMENT APPLIES

- 1.1 This agreement shall apply to employees of the Timaru City Council engaged principally as drivers of motor vehicles or of tractors or as operators of self propelled mechanical equipment excluding motor mowers.
- 1.2 This agreement shall apply to the employees of the Timaru City Council engaged principally as Gardeners, Labourers, Greenkeepers, Sextons and such other duties as specified herein.
- 1.3 This agreement shall apply to employees of the Timaru City Council engaged as Caretakers and Cleaners.

SECTION B (other than omnibus drivers)2. HOURS OF WORK

- 2.1 The normal hours of work shall be 40 per week, eight hours of which shall be worked on each of five days of the week, Monday to Friday, both days inclusive.
- 2.2 The normal hours of work shall be between 7.30 a.m. and 5 p.m. except in the case of Caretakers and Cleaners; in such cases the normal hours of work shall be determined by the nature of the job, but in no case shall the normal hours exceed eight in any one day without the payment of overtime.
- 2.3 Workers shall not be required to work longer than 5 hours without an interval for a meal and provided that a tea-break of 10 minutes shall be granted in each working period not exceeding 5 hours. The ordinary interval shall be one hour, but by agreement between the employer's representative and the workers concerned it may be reduced to not less than 30 minutes. When in an emergency it is necessary in the opinion of the employer to exceed the five hours prescribed herein the workers shall receive half time extra to the appropriate rate until such time as they have had a meal break of not less than thirty minutes.

- 2.4 The employer shall provide a time book or time sheet in which each worker shall enter daily the total hours for which he is entitled to be paid and the overtime and allowances, if any. The employer shall have the time verified and the book or sheet initialled each pay period by a responsible officer. Such time books or time sheets shall be available for inspection by an accredited representative of the union by arrangement with the employer.
- 2.5 Notwithstanding the foregoing the hours of work of the driver of the street sweeper shall be 40 per week. Work done prior to 7.30 a.m. shall be paid for at the rate of half time extra up to three hours.
- 2.6 Notwithstanding the foregoing, sufficient men shall be available for cleaning up streets and conveniences on Saturday morning: Provided that if a man is called out on a Saturday morning he shall be given at least four hours' work or be paid for a minimum of four hours: Provided always, that not more than 40 hours are worked at ordinary rates of pay in any one week. For the purposes of this subclause a "week" shall be deemed to commence at 7.30 a.m. on Saturday and end at 5 p.m. on the following Friday.
- This subclause shall not apply to drivers, caretakers and cleaners.
- 2.7 In the case of tidal work the hours shall be such as are mutually arranged between the union and the employer concerned.

3. DEFINITIONS

- 3.1 DRIVER
 A worker employed in driving a motor vehicle or implement propelled by any means other than by steam when such vehicle or implement is engaged in the transport, haulage or removal of goods or materials or when such vehicle or implement is used in connection with any building operations, reclamation, excavation, earthmoving, agriculture work, maintenance, repair and construction of roads or any and every kind of work associated with the functions of Council Departments.

^o In this Agreement "goods" means all kinds of movable property including animals.

It shall be part of the ordinary duty of a driver to assist when required in loading and unloading the employer's vehicle. The employer may employ a worker who is substantially engaged as a driver at work outside his ordinary duties for the purpose of filling in time but in such case he shall be paid not less than the agreement rate for such work, and where there is not provision in this agreement for special payments, the special payments which are payable under the appropriate agreement for such work, but in no case less than the ordinary rate for drivers.

- 3.2.1 Gardener Grade I: A worker who has completed an apprenticeship in the horticultural industry as a nurseryman or gardener or who has been employed as a nurseryman or gardener for not less than five years and who, by reason of all round knowledge and experience, has demonstrated a good standard of skill and versatility and is able to carry out efficiently various classes of gardening or nursery work shall be appointed to this grade by the Departmental Head on the basis of such work record.
- 3.2.2 Gardener Grade II: A worker who by reason of incomplete training or limited skill or experience in a full range of gardening activities is capable of performing satisfactorily only a limited range of gardening work, but who, in the opinion of the Departmental Head, possesses more skill and knowledge than a labourer, on the recommendation of the supervisor may be appointed to this grade at the discretion of the Departmental Head.
- 3.2.3 Skilled labourer: A worker capable of setting up and carrying out an assignment without supervision, who is appointed as such by the employer.
- 3.2.4 Semi-skilled labourer: A worker capable of setting up and carrying out an assignment but requiring limited supervision, who is appointed as such by the employer.

- 3.2.5 Greenkeeper Grade I: A worker who has served an apprenticeship of five years in the Golf Courses Greenkeeping Industry or is appointed as such by the employer.
- 3.2.6 Greenkeeper: A worker substantially employed on greenkeeping work but who does not come within the definition of a "Greenkeeper Grade I".
- 3.2.7 Sexton: A worker who is appointed as such and who is required to dig and prepare graves for interments, conduct burials, fill in graves, undertake disinterments and reinterments, maintain cemeteries, keep records and plans, and become conversant with the by-laws pertaining to cemeteries.
- 3.2.8 Assistant Sexton: A worker who is appointed as such and who will deputise for the sexton as required, and who will assist the sexton in performing his duties.
- 3.3.1 Weekly Worker: A worker who has completed one full week's work and who is thereafter employed for 40 hours per week.
- 3.3.2 Casual Worker, (excluding drivers): A worker other than a part-time worker employed for less than one week at any one engagement.
- 3.3.3 Workers other than drivers may be employed part-time. Part-time workers other than Cleaners and Poolside Attendants (whether Senior or not) may be employed for a maximum of 30 hours per week within the hours specified in subclause 2.2 of this agreement on a continuing basis.
- Where the employer requires part-time workers other than Cleaners and Poolside Attendants (whether Senior or not) he shall pay pro rata the appropriate rate of wages specified in Clause 4 of this agreement plus 10%.
- Cleaners, Poolside Attendants (whether Senior or not) and workers unable to accept full-time employment who so state in writing shall be paid pro rata the appropriate rate of wages specified in Clause 4 of this agreement.

These provisions shall not be used to reduce the hours of work or earnings of any worker bound by this Agreement.

- 3.4 Tunnel-Work shall mean where the tunnel is 3.05 metres or over from the face, and shall also include any underground excavation that is over 2.44 metres in length, or any portion of a shaft more than 3.66 metres in depth below the surface level, or any excavation of any length under a roadway carrying traffic.
- 3.5 Timber-men are those men directed to work in the trench or excavation and who are required to do the timbering, including the placing of wallings, struts, and supervising driving of sheeting.
- 3.6.1 Ganger Grade I: An employee who is in charge of three or more workers.
- 3.6.2 Ganger Grade II: An employee who is in charge of two or more gangs who has been so designated by the employer by reason of his special skills.
- 3.7 Leading Hand: An employee so designated by the employer either temporarily or permanently.
- 3.8.1 Caretaker: An employee who is substantially employed in any of the following duties; an employee in charge of a building or who acts as agent in regard to and is responsible to the owner for the cleanliness, safety and good conduct of the building.
- 3.8.2 Cleaners: Employees who do cleaning work of any kind, but who do not come within the definition of a caretaker.
- 3.8.3 Poolside Attendant: A worker carrying out duties as directed by the Pool Manager and within a swimming pool complex.
- 3.8.4 Senior Poolside Attendant: A worker appointed by the Council to this position.
- 3.8.5 Registered Drainlayer: A worker holding a current certificate as a drainlayer and substantially employed as such.

4. WAGES

4.1 Workers other than those provided for in clause 27 hereof and workers who are engaged for a lesser period than 40 hours at ordinary rates in any one week shall be employed on a weekly basis.

DRIVERS

4.2 The minimum rates of wages for workers coming within the scope of this agreement shall be as follows:

4.2.1 For drivers of motor vehicles having a gross combined weight of vehicle and maximum load (including trailers) within the following classification; for the purpose of establishing the appropriate wage entitlement applicable to the driver, the tax sticker or combination of stickers shall determine the weekly wage payable to the following classifications; or where stickers are not appropriate for the work to be performed, the classification shall be determined by the gross combined weight of the vehicle and maximum load (including trailers).

		Per Week
		\$
Up to	14 tonnes	281.37
Exceeding	14 tonnes and up to and including 20 tonnes	284.80
Over	20 tonnes	288.29

Provided that drivers of articulated vehicles shall be paid \$4.25 per week in addition to the foregoing rates in the appropriate classifications.

4.2.2 Driving a tractor operating a grader attachment without the assistance of any other worker or operating a self propelled mechanical implement other than a motor mower:

	Per Week
	\$
Where the weight of the equipment does not exceed 3.5 tonnes	273.52
Where the weight of the equipment is 3.5 tonnes and up to 7 tonnes	281.37
Where the weight of the equipment is 7 tonnes and over	291.19

		Per Week
		\$
4.2.3	Driver/Operator special being a worker who on making application may be designated as such by his employer by reason of his wide experience and skill in operating any machine or machines and their allied equipment under all conditions to achieve optimum production to required standards and who has proven ability in proper machine care and maintenance	297.69

LABOURERS

4.3 The weekly rates prescribed herein shall apply to weekly workers. Casual and part-time employees shall be paid pro rata the weekly rate for the hours worked.

4.4 The minimum rates of pay shall be:

	Per Week	Per Hour
	\$	Cents
4.4.1	Labourers and all other workers not specifically mentioned	260.94 652.35
4.4.2	Semi skilled labourers as defined	278.60 696.50
4.4.3	Skilled labourers as defined	284.87 712.18
4.4.4	Registered Drainlayer	298.04 745.10

PARKS, GARDENS AND RESERVES

4.5 The minimum rates of wages shall be:

Propagator		316.22	790.55
Gardeners Grade I - weekly workers		300.25	750.63
- hourly workers			
Gardeners Grade II- weekly workers		278.60	696.50
- hourly workers			
Gardeners			
Labourers		260.94	652.35
- weekly workers			
- hourly workers			
Sexton		303.36	758.40

	Per Week	Per Hour
	\$	¢
Assistant Sexton	278.60	696.50
Greenkeepers Grade I	300.25	750.63
Greenkeepers	278.60	696.50
Senior Poolside Attendant	271.01	677.53
Poolside Attendant	260.94	652.35

- 4.5.1 Junior Assistants shall be paid not less than the following percentages of the rate for gardeners labourers:

Under 17	60 per cent
17 - 18	70 per cent
18 - 19	85 per cent

- 4.5.2 The employer shall pay the following extra rates to the holder of certificates issued under the Royal New Zealand Institute of Horticulture Act 1953:

	Per Week	Per Hour
	\$	Cents
Junior Certificate	4.47	
National Certificate	6.02	
National Diploma	8.91	

- 4.5.3 The employer shall pay the following extra rate to holders of a Diploma in Horticulture from Massey or Lincoln Universities 2.85

- 4.6 A journeyman Gardener or Greenkeeper holding a trade certificate shall be paid in addition to the rates specified in this clause: 30.0

- 4.6.1 Workers who have completed their apprenticeship in Horticulture and Gardening or Golf Greenkeeping shall be paid an additional 28.0 from the date on which the worker produces to his employer his Certificate of Due Completion of Apprenticeship

- 4.6.2 The allowances in 4.6. and 4.6.1 shall be included in the hourly rate for the purposes of calculating overtime.

4.7 CLEANERS AND CARETAKERS

Caretakers in charge of five or more other

	<u>Per Week</u>	<u>Per Hour</u>
	\$	\$
Workers	285.70	714.25
Caretakers	267.82	669.55
Cleaners	255.08	637.70

- 4.8 If an employer provides a worker with living quarters comprising not less than one living room, one bedroom, a kitchen, and bathroom in the building in which he is employed, the employer shall not deduct a greater sum than \$2.10 per week from the worker's wages as rent for the said accommodation, nor shall the employer charge the worker a greater sum than \$2.10 per week on account of same. No charge shall be made for less accommodation than that before stated. An employee provided with accommodation in terms of the above and whilst his employment continues with the employer, and whilst he continues to pay the rent shall not be obliged by the employer to sublet or allow any other person to occupy the accommodation.
- 4.9 No deduction shall be made from such weekly wage for any cause save for time lost through the worker's own default, sickness or accident.
- 4.10 No reduction shall be made in the wages of any worker at present employed by virtue of the coming into force of this agreement.

5. ALLOWANCES

- 5.1 All workers for whom a weekly wage rate is prescribed under clause 4.3, 4.4, and 4.5 shall be paid the sum of \$8.62 per week in consideration of the right of the employer to require such workers to perform any of the following duties or work without additional payment. This payment shall be incorporated into the workers' hourly rate for the purposes of computing overtime.

Contact with free tar, bitumen or asphaltic oils or a combination of these --

In charge of concrete mixers

In charge of construction of boxing for sumps, manholes, kerbs, channels, concrete walls, coping and canopies and placing of channel crossing

Tunnelling and placing of timber and in charge of such worker

Using pneumatic hammers or drills, mechanical rammers, borers and breakers and working in quarries

Working in a bosun's chair

Undertaking any clerical duties in addition to work as a yardman

In charge of crushing and screening plant

Using axes or chainsaws

In charge of paving plant

Using explosives and making up explosive charges where certification is required

Use of bicycles on Council business

5.2 Workers whilst employed at any of the following classes of work shall be paid the appropriate allowance in addition to any other entitlements.

5.3 A worker working a contact with solidified sewage or faecal matter shall be paid 43.3 cents per hour in addition with a minimum payment of 4 hours on any day.

5.4 A nozzleeman or operator of mechanical tar and bitumen sprayers using hot bitumen, shall be paid an allowance of 82.1 cents per hour with a minimum payment of \$3.28 for any one day.

5.5 A driver of a gully emptier employed on sump cleaning without assistance for 3 hours or more shall be paid 90.6 cents per day extra.

5.6 A driver operating a machine on dry sweeping of roads for tar sealing shall be paid an allowance of 75 cents per hour while so employed.

5.7.1 A leading hand shall be paid \$1.55 per day

- 5.7.2 A ganger Grade I shall be paid \$3.49 per day
- 5.7.3 A ganger Grade II shall be paid \$4.65 per day
- 5.8.1. A driver employed driving a motor truck which is pulling a trailer of 3 tonnes or over gross weight carrying a separate additional load shall be paid the following additional rates while so employed, the weight of the trailer to be included in fixing the weight of the truck for the wage classification:
- | | |
|--------------------|--------------------------------|
| 3 tonnes and up to | |
| 8 tonnes | \$3.22 per day or part thereof |
| Over 8 tonnes | \$4.38 per day or part thereof |
- 5.8.2. A driver employed driving a motor truck pulling a jinker or pole trailer shall be paid 99.2 cents per day or part of a day while so employed, the weight of the jinker or pole trailer to be included in fixing the weight of the truck for the purpose of wage classification.
- 5.9 A worker required to stand-by shall be paid a stand-by allowance as under:
- Monday to Friday - One hour at ordinary time rates.
 - Saturday, Sundays and Statutory Holidays - Two hours at ordinary time rates.
- 5.10 Workers driving a vehicle and operating a power crane of the H.I.A.B. or similar type including hopper or bin loaders mounted on the vehicle for loading and unloading its load shall be paid an allowance of 71.6 cents per day or part of day while so employed.
- 5.11 A worker engaged in clearing or cleaning public conveniences shall be paid 40.4 cents per hour extra while so employed.
- 5.12 A driver required to operate a machine covering refuse at the refuse tip shall be paid 12.9 cents per hour extra with a minimum of 52.0 cents per day.
- 5.13 Scaffolds - Workers erecting and dismantling scaffolds for which notice of erection is necessary under the Construction Act 1959, shall be paid while so employed not less than 22.9 cents per hour

extra.

- 5.14 Sinking shafts or trenches 1.83 metres or over in depth or working in excavations requiring workers to shovel more than 1.83 metres in height, 9.5 cents per hour extra.
- 5.15 Workers employed as refuse lifters or loading household, general or special order refuse 29.0 cents per hour extra.
- 5.16 Workers engaged in spraying operations with weedicides, pesticides, insecticides, or fungicides shall be paid an allowance of \$1.58 for each day on which such operations are carried out and shall be supplied with such protective clothing, footwear, masks, and equipment as are recommended by the Department of Health.
- (NOTE - Attention is drawn to the Noxious Substances Regulations 1954 and in particular to Regulations 16 - 18. Where a medical examination of an employee regularly engaged in spraying with toxic or noxious substances is required, the employer shall meet the cost of such examination, but not more often than once in each year).
- 5.17 Special payments shall be paid under one subclause only, the higher rate being paid on any one day except where specified that an additional rate may be paid at the discretion of the Department Head under special circumstances.
- This subclause shall have no application to the allowances to be paid under subclauses 5.7.1, 5.7.2, 5.7.3 and 5.9 of this clause.
- 5.18 A worker appointed and acting as safety supervisor under the Construction Act 1959, shall be paid \$3.15 per day while so employed.
- 5.19 Skilled pipe-jointer, 21.6 cents per hour extra, pipe-jointer 11.0 cents per hour extra.
- 5.20 Workers employed 3.05 metres or over from the ground topping, or pruning trees, cutting back branches, etc. off a ladder or scaffolding, shall be paid 15.0 cents per hour extra whilst so employed. Such workers shall be supplied with safety belts and safety helmets.

- 5.21 Sextons and Assistant Sextons employed in disinterments or reinterments shall be paid double rates whilst so employed.
- 5.22 Unusually dirty, dangerous or confined work - Any worker called upon to perform work of an unusually dangerous nature, or an unusually dirty or offensive nature, or where unusually confined shall be paid such extra rate per hour as may be agreed upon between the employer and the worker. Failing agreement, the rate shall be settled by a disputes committee constituted in accordance with the provisions of Clause 36 of this agreement.
- 5.23 An allowance of \$3.23 per day shall be paid for every day a caretaker or cleaner is required to work broken time.
- 5.24.1 Wet places - When workers are working in a wet place (other than rain) or foul air, six hours shall constitute a day's work, eight hours to be paid for; half an hour shall be allowed for crib without any deduction of pay.
- 5.24.2 A "wet place" shall mean a place where workers are standing in water 50.8 mm or more in depth or where water other than rain water is dripping on them; but if the employer shall provide the workers with overalls or gumboots, or parkas and leggings where necessary, the place shall not be deemed to be a wet place unless, owing to the depth of the water or soakage, the protective clothing supplied does not adequately protect the worker.
- 5.24.3 Ten minutes shall be allowed to wash and change gumboots. Where the worker wears gumboots he shall be paid 11.3 cents per hour in addition to the ordinary rate of pay.
- 5.25 A worker employed in the repairing or altering of asbestos cement pipe systems, who is required to wear a class II respiratory protective device and protective clothing in accordance with the Asbestos Regulations 1983, shall receive a disability allowance of 61.8 cents per hour for each hour or part thereof so worked.

6. VARYING DUTIES

Where a worker is engaged for any period on more than one class of work he shall be paid at the rate specified on such classes of work for the actual time he has been so employed on each class; but shall not be less than that fixed for his recorded designation. Nothing in this agreement shall prevent any worker covered hereby from doing work covered by another award or agreement: Provided that while so engaged he shall be paid at least the rate which is fixed in such other award or agreement. This clause shall not apply to Omnibus Drivers.

7. OVERTIME

- 7.1 Time worked beyond the hours mentioned in clause 2 of this agreement in any one day shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter.
- 7.2 Time worked after noon on Saturday or on a Sunday shall be paid for at the rate of double ordinary time. For work performed on Saturdays, Sundays or holidays a minimum of 2 hours, shall be paid for each period of work except that for attending to danger lamps or to lights on work under construction the minimum payment shall be two hours in any one day. A period of work shall not be broken save for meal interval not exceeding 1 hour.
- 7.3 A worker not on stand-by called back after once having left work on any one day without having been previously notified that he will be required to work shall be paid a minimum of three hours pay at the appropriate overtime rate.
- 7.4 All overtime worked shall be calculated on a daily basis.
- 7.5 When overtime work is necessary it shall wherever reasonably practicable be so arranged that workers have at least nine consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of

his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least nine consecutive hours off duty between those times shall, subject to this subclause be released after completion of such overtime until he has had nine consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such a worker resumes or continues to work without having had such nine consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had nine consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

7.6 Provided further that all time worked between 10 p.m. and 6 a.m. shall be paid at double time rates of pay and all time worked between 6 a.m. and 7 a.m. shall be paid at the rate of half-time extra in addition to the ordinary rates of pay.

8. HOLIDAYS

8.1 The following shall be observed and paid for as holidays; 1st January, 2nd January, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Dominion Day, Labour Day, Christmas Day and Boxing Day except that the employees in the Reserves Department shall observe the day following Easter Monday instead of Dominion Day.

8.2 - In the event of a holiday other than Waitangi Day or Anzac Day falling on a Saturday or a Sunday such holiday shall be observed on the succeeding Monday and in the event of another holiday falling on such Monday such other holiday shall be observed on the succeeding Tuesday.

8.3 In addition to the payments required by subclause 8.1 of this clause all work done on any of the aforementioned holidays shall be paid for at double time in addition to the ordinary rate with a minimum payment for three hours.

- 8.4 Payment of wages for the holidays specified in 8.1 shall be made to all workers within the scope of this agreement who have been employed by the Council for at least 10 days immediately prior to the holiday accruing.
9. ANNUAL HOLIDAYS
- 9.1 Annual Holidays shall be allowed in accordance with the provisions of the Holidays Act 1981 and its amendments.
- 9.2 On completion of 6 years' continuous service with the same employer, each worker shall for the 7th and each subsequent year be entitled to an annual holiday of 4 weeks instead of 3 weeks as provided for in subclause 9.1 hereof.
- 9.3 The third and fourth weeks of holidays may be allowed either in conjunction with or separately from the first two weeks of holiday entitlement as the employer may decide, but as far as possible to meet the wishes of the worker.
- 9.4 The additional week's holiday will be paid for at average weekly earnings.
- 9.5 The employer shall give to each worker not less than 2 weeks' notice of the date of his annual holiday.
- 9.6 Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings for that period of employment; 8% where qualified under 9.2 above.
- 9.7 Where the period of employment is less than 3 weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Holidays Act 1981.
- 9.8 In addition to all other holidays due workers shall receive three days between Christmas and New Year as additional holidays. Such additional holidays shall not be transferable unless the Council specifically requires any employee to work on any

one or more of the days between Boxing Day and New Years Day in which case that employee shall receive a corresponding day or number of days in lieu thereof at a time the Council may decide and as far as practicable to meet the wishes of the worker.

10. TRAVELLING PROVISIONS

- 10.1 If a worker is required to work at a distance of more than 2.4 kilometres from the employer's depot, or such other point in the case of each district as may be agreed upon between the employers and the workers or if a driver is required to park or garage his vehicle or implement at a place more than 2.4 kilometres distant from the particular yard or depot to which he is attached, the employer shall do one or other of the following things:
- 10.1.1 Provide the worker with free transport to and from his work; or
- 10.1.2 Reimburse the worker any additional cost incurred by him in travelling to and from his work; Time occupied by the worker in travelling to and from his work each way shall be deemed to be part of the day's work, and shall count as time or overtime, as the case may be.
- 10.1.3 No worker residing less than 2.4 kilometres from the place where the work is to be performed or the place where his vehicle is parked or garaged by the nearest convenient mode of access for foot passengers shall be entitled to the allowance mentioned in this clause.
- 10.1.4 Where any part of a caretaker's or cleaner's hours of work fall between the hours of 8 p.m. and 7 a.m. such worker shall be paid a travelling allowance of \$1.93 per day.

11. MEAL MONEY

Where a worker is called upon to work overtime beyond one hour after the usual knock-off time on any day, he shall be granted a meal allowance of \$4.85 provided he cannot reasonably get home for a meal.

12. VEHICLE ALLOWANCE

Where an employee is requested by the employer to use his own vehicle in the course of his employment such worker shall be paid a mileage allowance calculated at the appropriate rate set down by the State Services.

13. REFRESHMENTS

13.1 An interval of ten minutes for tea breaks shall be allowed each morning and afternoon without loss of pay.

13.2 Tea, coffee, milk and sugar shall be supplied free of charge by the Council at rest intervals, provided that the Council may elect to pay each worker \$1.43 per week in lieu of such entitlement.

The Council shall ensure that hot water is available at lunch breaks and rest periods.

14. SANITARY AND OTHER CONVENIENCES

At its permanent depots (as designated by the employer) the employer shall provide accommodation to enable workers to change and dry their clothes and have their meals and at permanent depots hot water shall be available for the washing of hands.

At its permanent depots (as designated by the employer) sanitary conveniences shall be provided.

15. TOOLS

All tools shall be supplied by the employer.

16. SAFETY, HEALTH AND WELFARE

16.1 A worker who in the course of his employment is required to come into contact with free tar, bitumen or asphaltic oils or a combination of these shall be supplied with overalls, cleaning oil and where required with gloves. "Free tar, bitumen or asphaltic oils" or a combination of these shall mean tar, bitumen or asphaltic oil which is not enclosed in barrels or drums.

- 16.2 A driver required to do greasing of a vehicle shall be issued individually with combination overalls which shall remain the property of the employer and shall be laundered at the Council's expense at all reasonable times as decided by the Council.
- 16.3 Workers shall be supplied by the employer with one pair of safety boots or safety footwear which shall be worn whilst so employed. Should the workers' employment terminate within 12 months of the issue of any footwear, he shall retain the footwear but the employer may deduct 1/12th of the initial cost for each month by which the worker's employment falls short of that 12 months. This clause shall not apply to caretakers and cleaners. Such footwear shall be replaced by the employer when worn out, through fair wear and tear in the service of the Council, upon return of the unserviceable footwear.
- 16.4 Two sets of overalls or smocks per annum shall be issued to each worker. On request a worker shall be issued with one set of combination and one set of bib overalls. Such overalls or smocks shall remain the property of the employer and shall be laundered at the Council's expense at all reasonable times as decided by the Council.
- 16.5 Modern first aid emergency cases, fully equipped, shall be kept in convenient and accessible places at each depot and on each work vehicle. Small outfits shall be supplied to all vehicles. A fire extinguisher shall be attached to each vehicle.
- 16.6 A worker who is appointed as a First Aid person and who holds a current Red Cross or St John's Ambulance Association first aid certificate shall be paid \$4.19 per week extra. Where the certificate has to be renewed, the cost of renewal will be at the employer's expense.
- 16.7 Workers required to work in wet weather shall be supplied with approved water-proof clothing including leggings.

Refuse loaders, collectors, tipmen, nozzlemen and operators employed at the paving plant or crushing

and screening plant, shall be supplied with protective gloves, goggles, respirators or such other protective clothing or equipment as the nature of their duties requires.

- 16.8 Parks, gardens and reserves staff, cutting, pruning or trans-planting thorny or prickly bushes, plants, shrubs, etc. shall be supplied with gloves.
- 16.9 Workers operating spray pumps, manual or mechanical, shall be supplied with protective clothing, including goggles and gloves.
- 16.10 Safety belts and safety helmets for axemen topping trees shall be available on request.
- 16.11 In the case of bitumen and tar workers, refuse collectors and tipmen, appropriate cleansing material shall be provided together with an allowance of five minutes at lunch time and five minutes at knock-off time to enable workers to wash and change.
- 16.12 Gumboots, and where applicable safety gumboots, shall be supplied to all workers working in wet places including employees of the parks and gardens staff.
- 16.13 Gloves, masks and other protective clothing or equipment as determined by the Department of Health for workers mixing or handling poisonous substances or working where poisonous or dangerous fumes are present or suspected, shall be available.
- 16.14 All equipment must be returned to the employer's store before replacements are issued and also upon termination of employment and all equipment issued to employees remains the property of the employer.
- Workers shall be responsible for damage to equipment issued to them other than damage due to fair wear and tear.

SECTION C17. OMNIBUS DRIVERSHOURS OF WORK

- 17.1 The ordinary hours of work shall be 40 per week to be worked on five days in each week, Monday to Saturday, both days inclusive.
- 17.2 The total hours shall not exceed 8 hours to be worked within a span of ten consecutive hours.
- 17.3 When a driver is on duty 8 hours or less not more than one hour shall be the total time allowance for meals in any one day provided that no driver shall be booked off for a meal until he has been on duty for at least 1 1/2 hours.
- 17.4 Time worked shall include all time worked by drivers in performing duties pertaining to their calling but shall not include meal intervals of 30 minutes or more or any time during which a driver is booked off duty and no work is performed.
- 17.5 No driver shall be booked off duty for any lesser period than one hour or for a longer period than one and a half hours or more than once during any one day provided that for the purpose of this subclause meal intervals not exceeding one hour shall not be deemed to be period booked off.
- 17.6 A day shall be a period of 24 consecutive hours being a calendar day.
- 17.7 Six broken shifts may be worked in any one week.
- 17.8 Notwithstanding the foregoing, in special cases where it may be necessary to meet the exigencies of the business any of the conditions of this clause may be varied by agreement with the union. Failing such agreement the matter shall be referred to a Disputes Committee as provided in Clause 36 of this agreement.

18.

ROSTER

The employer shall post in a conspicuous place a roster showing the shifts and days off. Seven days' notice shall be given of any change in the roster. Where reasonably practicable, the roster shall be so arranged that the a.m. and p.m. shifts shall be equally distributed among the drivers. This shall not prevent a change of duty to allow for sickness and/or contract or special trips.

19.

OMNIBUS DRIVERS WAGES

- 19.1 Except where otherwise provided the minimum rate of wages payable to all omnibus drivers covered by this agreement shall be \$291.19 per week.
- 19.2 A responsibility allowance of \$10.80 per week shall be paid to a driver appointed to take charge of a shift which shall include responsibility for ensuring the operation of the master switches on the buses, the locking of the safe and the switching off of lights and heaters in the drivers' room.
- 19.3 No deduction shall be made from such weekly wage for any cause save for time lost through the worker's own default, sickness or accident.
- 19.4 No reduction shall be made in the wages of any worker at present employed by virtue of the coming into force of this agreement.
- 19.5 The employer shall provide a time book or time sheet in a similar form as provided for in the Transport Licensing Regulations 1984, Regulation 23, Clauses 5-8 in which each driver shall enter daily the total hours for which he is entitled to be paid, stating the overtime if any. Such time books or time sheets shall be available for inspection by a representative of the union by arrangement with the employer and shall also be available to the driver on pay day.

20. EXTRA PAYMENTS

- 20.1 If Saturday is rostered as one of the five ordinary working days of the week, it shall be paid for at the rate of half ordinary time additional for the time worked.
- 20.2 All time worked between midnight and 6 a.m. shall be paid for at double time rates and all time worked between 6 a.m. and 7 a.m. shall be paid at the rate of half-time extra in addition to the ordinary rates of pay: Provided, however, that this shall not apply to cleaning and preparing buses done by workers other than drivers on night shift.
- 20.3 A driver if required to work on Sunday which time shall not be counted in the prescribed weekly hours, shall be paid double ordinary rates for all time worked on Sunday with a minimum of four hours whether or not the weekly hours have been exceeded.
- 20.4 Where a worker is booked off duty during any one day under the conditions prescribed in subclause 5 of Clause 17 of this agreement he shall be paid the sum of \$1.93 per hour or part of an hour in respect of that day's booking off in addition to his ordinary wage: Provided, however, that such payment shall not be made to any worker in respect of any day or days during which he has worked a shift for which he is entitled to receive an extra payment under subclause 5 of this clause.
- 20.5 Workers employed on rostered shifts any portion of which falls between 7 p.m. and 5.30 a.m. and/or broken shifts in excess of those provided for in subclause 7 of Clause 17 of this agreement shall be paid \$3.23 extra per shift: Provided, however, that only one such extra payment shall be payable in respect of any particular shift.
- 20.6 To compensate for working outside the normal hours any worker (including those employed on contract or special trips) a part of whose ordinary working hours falls between 7 p.m. and 5.30 a.m. and who is not entitled to the payment under subclause 5 of this clause shall be paid \$3.23 per day extra whilst so employed.

20.7 Where a driver is required to assist in the training of a new driver, such driver shall be paid 58.0 cents per hour extra while so employed.

21. OVERTIME

21.1 Except as otherwise provided, all time worked in excess of the weekly or daily hours or all time in excess of the daily span of hours prescribed in this agreement, shall be paid at the rate of time and a half for the first four hours and thereafter at the rate of double time.

21.2 If a worker is called on to work on Saturday or any other day when it is his rostered day off, he shall be paid at overtime rates, with a minimum of four hours.

21.3 In no case shall any payment exceed double the ordinary rate.

22. ANNUAL HOLIDAYS

22.1 Omnibus drivers shall be allowed three weeks' annual holiday upon the completion of 12 months' service with the Council: Provided that upon completion of the second and each subsequent year of continuous service the annual holiday shall be four weeks which shall be allowed in two periods of two weeks each as may be mutually arranged. The holidays shall be paid on the basis of the worker's average weekly taxable earnings.

22.2 Omnibus drivers shall be allowed the statutory holidays as provided for in clause 8 (1), (2), (3) and (4).

22.3 For time worked on any of the statutory holidays drivers shall be paid double time in addition to the weekly wage.

22.4 Subject to the provisions of the Holidays Act 1981 and its Amendments a worker employed for less than twelve months shall be allowed a proportionate holiday on the termination of his employment.

- 22.5 Such holiday shall be allowed within three months of the due date and where practicable, a worker shall not be required to take his holiday earlier than four months after his previous holiday.
- 22.6 Where practicable one month's but not less than 14 days' notice of the date on which the worker is to begin any annual holiday shall be given by the employer.

23. **SUBSTITUTES**

A driver may substitute for another driver by mutual agreement, and subject to the consent of the employer (which consent shall not be unreasonably withheld) but no extra payment or privilege shall be due to any driver who substitutes for another under this agreement.

24. **CONTRACT AND SPECIAL TRIPS**

- 24.1 Drivers may be employed on contract or special trips, in which cases the following conditions shall apply:

On trips completed within 24 consecutive hours:

1. Where the time elapsed away from the depot is less than eight hours the driver shall be paid for the elapsed time away from the depot.
2. Where the elapsed time away from the depot exceeds eight hours the driver shall be paid in accordance with the hours specified in subclause 2 of Clause 17 of this agreement, with a minimum of eight hours in a span of ten hours.

On trips extending beyond 24 hours: A driver shall be paid for the actual time worked in accordance with the daily or weekly hours as prescribed in this agreement.

- 24.2 The conditions of paragraphs 1 and 2 of subclause 1 of this clause shall also apply to men employed on contract or special trips on rostered days off and on Sundays, and in such cases the appropriate rates of pay shall apply notwithstanding that the 10 hour span is exceeded.

- 24.3 Where a driver on trips not exceeding five days is not required to work on any day or days, he shall be paid a minimum payment as for eight hours worked for each of such days at the appropriate rate.
- 24.4 Road Expenses: Where a driver is required to be absent from his permanent place of residence on contract or special trips the following conditions shall apply:
1. On overnight trips all accommodation and meals shall be arranged and paid for by the employer. Such accommodation where available at the destination shall be of three star standard. Where accommodation of this standard is not available the drivers shall be paid an allowance of \$21.60 per night.
 2. On special or contract trips completed in the same day the employer shall reimburse the driver for the amount paid by him for all his meals on the trip, provided that where receipts are unobtainable the driver shall be reimbursed at the rate of \$5.80 per meal.
- 24.5 A driver shall be paid an allowance of \$10.65 for each night away from his usual place of residence for out-of-pocket expense.

25. CONDITIONS

- 25.1 Duties of Drivers: It shall be part of the ordinary duties of a driver to assist at any work which may be required of him other than driving: Provided he is paid at not less than the driver's rate of pay. Such duties are to cover only the cleaning of buses.
- 25.2 Medical Examination of Drivers: An employer at any time may require any driver to submit himself for medical examination by a medical officer nominated by the employer: Provided that such examination shall be at the expense of the employer.

- 25.3 Uniforms and Equipment: If workers are required to wear special uniforms or special coats these shall be provided by and remain the property of the employer. Where such uniforms or special coats require to be cleaned or laundered as appropriate this shall be done at the employer's expense or alternatively the Council may elect to pay to workers concerned \$1.93 per week in lieu of such cleaning or laundering.
- Where a driver is required to wash and clean a vehicle, gumboots or clogs and waterproof aprons or overalls shall be made available by the employer according to the type of work involved.
- 25.4 Accommodation, etc: Where there are five or more employees a suitable room shall be provided for their use with a suitable locker for each employee. Dining facilities with all requisite utensils and provisions to enable boiling water to be obtained shall be made available therein. Also proper sanitary provisions with hand basins shall be provided with separate entrance outside such room. No tyres, oil fuel or other accessories shall be stored in such room. Such accommodation to be to the satisfaction of the Inspector of Awards.
- 25.5 After a worker has completed 12 months' service with the same employer, the cost of the medical examination required by regulation 40(2) of the Transport (Drivers Licensing) Regulations 1985, before his driver's licence is renewed, shall be met by the employer.
- 25.6 The employer shall allow each driver in his employ in or about a depot a rest period of 10 minutes in the morning and 10 minutes in the afternoon without loss of pay: Provided that this shall not interfere unreasonably with the driver's duties.
- Tea, coffee, milk and sugar shall be supplied free of charge by the Council at rest intervals, provided that the Council may elect to pay each worker \$1.43 per week in lieu of such entitlement.

SECTION DGENERALSERVICE ALLOWANCE

- 26.1 Except as hereinafter provided, a service allowance on the following lines shall be paid:
- (i) For continuous service with the same employer exceeding one year, \$7.95 per week;
 - (ii) For continuous service with the same employer exceeding two years, \$11.95 per week;
 - (iii) For continuous service with the same employer exceeding five years, \$15.95 per week.
 - (IV) For continuous service with the same employer exceeding ten years, \$19.95 per week.
- 26.2 Service accrued at the date of this agreement coming into force shall qualify for the allowance.
- 26.3 Part-time workers shall be paid pro rata the service allowances prescribed in subclause 26.1 of this agreement according to the number of hours worked: Provided, however, that the coming into force of this subclause shall not be used to reduce the service allowance paid to any worker at the date of the coming into force of this subclause.
- 26.4 The allowance shall count in the calculation of overtime rates.
- 26.5 The employer shall be entitled to make a rateable deduction from the allowance for time lost by the worker through sickness, accident or the worker's own default.

27. CASUAL DRIVERS

- 27.1 Drivers employed for a period of less than one week shall be deemed to be casual drivers and shall be paid at the rate of 15 per cent in excess of the appropriate rates set out in this agreement pro rata to the hours worked.
- The clause shall not apply to other regular employees whose substantial employment is not that of driving, but who may be employed occasionally or in an emergency at driving.
- 27.2 No casual driver shall be employed if a permanent driver is available and willing to perform the duties.
- 27.3 In any case where an employer shall consider that this clause may require adjustment to meet some local need, the matter may be varied by agreement with the union, and if the parties cannot come to an agreement it shall be dealt with under the Disputes clause of this agreement.

28. COMPASSIONATE LEAVE

- 28.1 Leave up to a maximum of two days shall be allowed on ordinary day to an employee on production of satisfactory evidence of the death of the employee's spouse, parent, child, brother, sister, parent-in-law or grandparent. Provided that where travel over 160 kilometres is necessary to attend the funeral of any of the above persons an employee shall be allowed leave up to a maximum of three days.
- 28.1.1 Bereavement leave on the death of close relatives other than those detailed in 28.1 may be allowed at the discretion of the Department Head.
- 28.2 Any employee who is the sole breadwinner for a direct dependant (i.e. mother, father, brother, sister, wife or child) may apply for up to five days special sick leave per year, in the case of incapacitation of any of the direct dependants mentioned, and approval of the application shall be at the discretion of the Town Clerk or his deputy. Any leave of this nature granted, shall be deducted from the aggregate of the employee's sick leave

entitlement. A satisfactory medical certificate in respect of the direct dependant must be produced.

28.3 Any such leave granted shall be paid at the basic wage rate of the employee at the time of taking the leave.

28.4 Maternity Leave:

28.4.1 Female employees shall be entitled to Maternity Leave in accordance with the Maternity Leave and Employment Protection Act 1980, which includes the following entitlements:

28.4.2 A female employee who is pregnant is entitled, before taking Maternity Leave, to take a total of up to 10 days special leave without pay for reasons connected with her pregnancy.

28.4.3 Maternity Leave is unpaid leave from work for a total of 26 weeks.

28.4.4 To qualify for Maternity Leave, a female employee must be pregnant and have worked for the same employer for 18 months, for at least 15 hours per week.

28.4.5 Where Maternity Leave is taken, the female employee's service, for the purpose of any rights and benefits that are conditional on unbroken service (such as service pay, long-service leave entitlements etc.) is not broken by the taking of the leave.

28.4.6 To apply for Maternity Leave, the female employee must advise her employer in writing supported by a medical certificate at least 3 months before the expected date of delivery.

NOTE: The provisions of this clause do not provide a full description of the entitlements contained in the Maternity Leave and Employment Protection Act 1980.

29. SICK LEAVE

29.1 Subject to the following provisions each employee shall be entitled to 10 working days' sick leave on full pay for each complete year of service.

- 29.2 A medical certificate signed by a medical officer shall, if required by the Council, be produced where sick leave is claimed.
- 29.3 The Council shall have the right to deduct the number of days of sick leave already taken by the employee from the total number the employee is entitled to by calculation in order to determine the number of days due to him in the event of his falling sick.
- 29.4 No continuous period of sick leave exceeding 50 days shall be allowed except with the permission of the Council.
- 29.5 No employee who is entitled to claim accident compensation shall be entitled to sick leave under this clause.
- 29.6 In any case either party may refer a claim for sick leave to a disputes committee.
- 29.7 Termination of employment with the Council shall cancel any benefits due under this clause at the date of termination.

30. PAYMENT OF WAGES AND TERMINATION OF ENGAGEMENT

- 30.1 Wages shall be paid each week in working hours on the regular pay day not later than Thursday.
- 30.1.1 Each worker shall be supplied with a wages statement giving sufficient information to allow him to properly check his wages.
- 30.2 Provided that when Friday is a holiday wages shall be paid not later than Wednesday of that week.
- 30.3 In the case of weekly workers, one week's notice on either side shall terminate the engagement. In the case of casual workers two hours' notice shall terminate the engagement, but this shall not prevent the employer from summarily dismissing a worker for misconduct. Where the employment is terminated by the worker without notice, or by the

employer without notice or good cause, two hours' wages in the case of hourly workers and one week's wages in the case of weekly workers, shall be paid or forfeited in lieu of notice.

30.3.1 In the event of the worker being dismissed for reasons other than misconduct he shall be paid without delay, and when a worker leaves a job, after giving the appropriate notice, he shall on demand, be paid within 24 hours of leaving. All waiting time beyond the prescribed time shall be paid for at ordinary rates.

31. RETIRING GRATUITY

The provisions of the Council's retiring gratuity scheme shall apply, along with any subsequent amendments made, provided they are not less favourable than those applying at the date of this agreement.

32. SPECIAL HOLIDAY FOR LONG SERVICE

Workers employed under the provisions of this agreement who have completed 20 years' current continuous service with the Council shall be granted, once only, four weeks' long service leave, subject to the following provisions:

- (i) The leave must be taken in one period at a time to be mutually agreed upon between the employee and the council.
- (ii) Employees who have already served the qualification service at the date of this agreement shall take the leave within five years of the date of this agreement; and employees qualifying for this leave after the date of this agreement shall take the leave within five years of qualifying.
- (iii) Payment for the leave is to be at the basic rate of wages at the time of taking the leave.

33. CONTINUITY OF SERVICE

- 33.1 For the purposes of the Annual Holidays, Service Allowance and Sick Leave clauses, service with the council shall not be deemed to be broken by reason of the amalgamation of one local authority with another which continues to employ such workers.
- 33.2 For the purposes of the clauses specified in subclause 33.1 a worker who is employed for seasonal or regular periods in each successive year shall have each actual period of employment aggregated and treated as continuous employment.

34. REDUNDANCY

All employees to be declared redundant will receive not less than four weeks' notice of the termination of their employment and the Union will be advised prior to the issuing of such notice.

35. RIGHT OF ENTRY

- 35.1 Every employer bound by this agreement shall permit the secretary or other authorised officer of the union to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises and there interview any workers, but not so as to interfere unreasonably with the employer's business.
- 35.2 On the written request of the secretary of the Union, an employer shall supply to him a list of the workers in his employ, but not more often than once in three months.

36. DISPUTES

- 36.1 The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:
1. The interpretation of this instrument; or
 2. Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to

matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

- 36.2 Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.
- 36.3 The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be :
1. Mutually agreed upon by the parties; or
 2. If there is no such agreement, a conciliator or a mediator or a person appointed by a conciliator or mediator.
- 36.4 A decision reached by a majority of the committee shall be the decision of the committee, but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either :
1. Make a decision, which shall then be the decision of the committee; or
 2. Refer the dispute forthwith to the Arbitration Court for settlement.
- 36.5 Subject to the right of appeal conferred by subclause 36.6 of this clause, the decision of the committee shall be binding on the parties to the dispute.
- 36.6 Any party may appeal to the Arbitration Court against a decision of the committee, or any part of that decision. The appellant shall :
1. Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and

2. Within seven days after the date on which that notice has been given, lodge with the Registrar of the Arbitration Court a written notice of appeal; and
3. Specify in each such notice, the decision or the part of the decision to which the appeal relates.

36.7

The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that :

1. No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
2. While the provisions of this clause are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE: This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

37.

UNDER-RATE WORKERS

37.1

Any worker who considers himself/herself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by an Inspector of Awards and Agreements or such other person as the Court may from time to time appoint for that purpose:

37.2

In so fixing the wage the Inspector or other person shall have regard to the worker's capability, the worker's past earnings, and such other circumstances as the Inspector or other person thinks fit, after hearing such evidence and argument as the union and the worker offer;

- 37.3 A permit shall be for such period, not exceeding 6 months, as the Inspector or other person determines; and after the expiry of that period it shall continue in force until 14 days' notice has been given to the worker by the secretary of the union requiring the worker to have the worker's wage again fixed in the manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as the Inspector or other person thinks fit;
- 37.4 Notwithstanding the foregoing provisions of this clause, it may be competent for a worker to agree in writing with the president or secretary of the union upon such a lower wage as aforesaid without having it so fixed;
- 37.5 It shall be the duty of the union to give notice to the Inspector of Awards and Agreements of every agreement made with a worker under subclause (4) of this clause;
- 37.6 It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which the wage is fixed.

38. PERSONAL GRIEVANCES

- 38.1 For the purposes of this clause, the expression "personal grievance" means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage; but does not include any grievance that a worker may have because of a claim that his employer has dismissed him or taken any other action either wholly or partly because of the worker's membership or non-membership of a union or a society.
- 38.2 The standard procedure for the settlement of any personal grievance shall include the following:

- 38.2.1 Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- 38.2.2 As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
- 38.2.3 Where any such attempt at settlement has failed; or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;
- 38.2.4 If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case;
- 38.2.5 The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer with or without a chairman as the parties may decide;
- 38.2.6 The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation;
- 38.2.7 If the matter is not settled by the grievance committee it shall be referred to the Arbitration Court.
- 38.2.8 The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both;

- 38.2.9 The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;
- 38.2.10 It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.
- 38.3. For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:
- 38.3.1. No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
- 38.3.2. While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.
- 38.4. Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.
- 38.5. In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:
- 38.5.1. The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
- 38.5.2. His reinstatement in his former position or in a position not less advantageous to him;
- 38.5.3. The payment to him of compensation by his employer.

39. DISPLAY OF AGREEMENT

A copy of this agreement shall be displayed in a conspicuous place in each depot.

40. UNION SUBSCRIPTIONS

Subject to the provisions of the Wages Protection Act 1983 the employer shall deduct by instalments to be mutually agreed upon, from the wages of each union member shown on the payroll at the time, the appropriate amount of union membership subscription payable by the union member. The employer shall remit such dues to the unions at mutually acceptable intervals. The employer accepts no responsibility for any error or omission that might occur.

41. UNION MEMBERSHIP

Refer to Court's memorandum.

42. SCOPE OF AGREEMENT

This agreement shall apply only to the parties named herein.

43. JOB DELEGATE

43.1 The Council shall recognise the right of the workers to elect not more than one union endorsed delegate from each union in each Council Department. The unions shall advise the name of each delegate so elected.

43.2 Where a delegate is appointed in accordance with this clause, the employer will grant up to 24 hours at ordinary time per calendar year to attend to Union business as required by the Union during normal working hours. The time is to be taken at mutually acceptable times.

The Union may in any period of 12 months hold up to two stopwork meetings of workers employed under this agreement. Such meetings to be of no longer duration than two hours provided that such meetings shall be arranged at a place on a day and at a time as agreed upon between the Union and the Council, provided further that the Union shall give at least two week's notice of its intention to hold such a meeting. The Union recognises the need to protect the public interest and does not unreasonably withhold a request for dispensation. The employer shall be entitled to make a rateable deduction from the weekly wages of the workers for all time lost in excess of two hours for attending each of the two meetings specified in this clause providing the workers return to work as soon as practicable after the conclusion of the meeting and produce evidence that they have attended such meetings.

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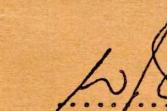
TERM OF AGREEMENT

This agreement, insofar as the rates of remuneration are concerned, shall be deemed to have come into force on the 1st day of January 1986, and insofar as all other provisions are concerned, it shall come into force on the day of the date hereof, and this agreement shall continue in force until the 31st day of December 1986.

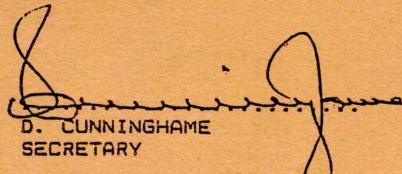
For and on behalf of the
Timaru City Council:


.....
A.J. TIPPLADY
ASSOCIATE TOWN CLERK

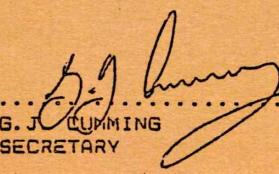
For and on behalf of
The N.Z. Labourers, General
Workers' and Related Trades
Industrial Union of Workers
(Southern Branch):


.....
W.B. BROWN, Secretary
SOUTHERN BRANCH

For and on behalf of the
Canterbury and Westland
Drivers and their Assistants
Industrial Union of Workers:


.....
D. CUNNINGHAME
SECRETARY

For and on behalf of the
Canterbury, Marlborough and
Westland Cleaners', Caretakers',
Lift Attendants' and Watchmen's
Industrial Union of Workers:


.....
G.J. CUMMING
SECRETARY

Date: ... 6/3/1986

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 66 of the Industrial Relations Act 1973.

The Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

Clause 41 of the terms of settlement forwarded to the Court for registration contained an instruction to insert a union membership clause in the same form as set out in section 98 of the Industrial Relations Act 1973 (as amended by the Industrial Relations Amendment Act 1985).

Section 17 of the Industrial Relations Amendment Act 1985, Transitional Provision in Respect of Unqualified Preference Provisions, says that every collective agreement or award subject to section 17, shall be deemed to contain a union membership clause in the same form as set out in section 98 of the Industrial Relations Act 1973. The union membership clause reads as follows:

"If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 112D of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement is engaged or employed by any employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person's engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment."



G. S. CASTLE
JUDGE